

1 RONALD S. LEMIEUX, State Bar No. 120822
ronlemieux@paulhastings.com
2 MICHAEL EDELMAN, State Bar No. 180948
michaeledelman@paulhasting.com
3 VIDYA R. BHAKAR, State Bar No. 220210
vidbharkar@paulhastings.com
4 SHANEE NELSON, State Bar No. 221310
shanneenelson@paulhastings.com
5 PAUL, HASTINGS, JANOFSKY & WALKER LLP
1117 S. California Avenue
6 Palo Alto, CA 94304-1106
7 Telephone: (650) 320-1800
Facsimile: (650) 320-1900
8

9 *Attorneys for Plaintiffs*
ASUSTeK Computer Inc. and
10 *ASUS Computer International*

11 (Counsel continued on next page)

12
13 UNITED STATES DISTRICT COURT
14 NORTHERN DISTRICT OF CALIFORNIA
15 SAN FRANCISCO DIVISION
16

17 ASUSTEK COMPUTER INC. and ASUS
COMPUTER INTERNATIONAL
18
19 Plaintiffs,

20 vs.

21 RICOH COMPANY, LTD.,
22 Defendant.

23
24 AND RELATED COUNTERCLAIMS.
25
26
27
28

Case No. C07-01942 MHP

~~[Proposed]~~

CONSENT ORDER OF DISMISSAL

1 DANIEL J. BERGESON, Bar No. 105439
2 dbergeson@be-law.com
3 DONALD P. GAGLIARDI, Bar No. 138979
4 dgagliardi@be-law.com
5 BERGESON, LLP
6 303 Almaden Boulevard, Suite 500
7 San Jose, CA 95110-2712
8 Telephone: (408) 291-6200
9 Facsimile: (408) 297-6000

10 MARK C. HANSEN, *pro hac vice*
11 mhansen@khhte.com
12 J.C. ROZENDAAL, *pro hac vice*
13 jrozendaal@khhte.com
14 RICHARD H. STERN, *pro hac vice*
15 rstern@khhte.com

16 KELLOGG, HUBER, HANSEN, TODD,
17 EVANS & FIGEL, PLLC
18 Sumner Square
19 1615 M Street, NW, Suite 400
20 Washington, DC 20036
21 Telephone: (202) 326-7900
22 Facsimile: (202) 326-7999

23 Attorneys for Defendant
24 RICOH CO., LTD.
25
26
27
28

1 The parties hereto having advised the Court, by motion, that they agree to a settlement of
2 this case pursuant to a confidential Settlement Agreement that incorporates a License Agreement,
3 it is hereby

4 **ORDERED** that all claims and counterclaims in this action are dismissed with prejudice
5 pursuant to the terms of the confidential Settlement Agreement; provided, however, that this Court
6 retains jurisdiction over any disputes arising out of or relating to either the confidential Settlement
7 Agreement or the License Agreement incorporated therein. In addition, it is hereby

8 **FURTHER ORDERED** that each side shall bear its own costs, expenses, and attorneys'
9 fees.

10
11 Dated: November 14, 2008

